

7-10002  
RECORDATION NO. .... Filed 1425

JAN 4 1979-1 55 PM

INTERSTATE COMMERCE COMMISSION

ITT Industrial Credit Company  
25954 Eden Landing Road, Suite 201  
P. O. Box 3623  
Hayward, California 94540  
Telephone (415) 783-4611

January 2, 1979

Secretary of the Interstate Commerce Commission  
Washington, D.C. 20423

Gentlemen:

The following data and attached documents are submitted to you requesting that they be recorded for the perfection of a security interest in the railroad rolling stock mentioned below.

Debtor:

James L. Treadwell  
Elizabeth W. Treadwell  
2759 Broderick Street  
San Francisco, California 94123

Lender:

ITT Industrial Credit Company  
P. O. Box 3623  
Hayward, California 94540

Guarantor:

James L. Treadwell Co.  
3221 Pierce St.  
San Francisco, California 94123

Equipment Description:

Two (2) Thrall 4,000 cubic foot capacity railroad coal cars, 100 ton trucks, high-side, solid bottom gondola. AAR Reporting Marks #PLMX 5087 and PLMX 5088

All documentation should be returned to ITT Industrial Credit Company, P.O. Box 3623, Hayward, California 94540.

Sincerely,

ITT INDUSTRIAL CREDIT COMPANY

Charles R. Donner  
Regional Manager

CRD:vmn

9-004A20

JAN 04

Date

Fee \$ 50.00

CC Washington, D.

FEE OPERATION BR.  
I.C.C.

JAN 4 1 45 PM '79

RECEIVED

11 Days to pay

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

1/4

OFFICE OF THE SECRETARY

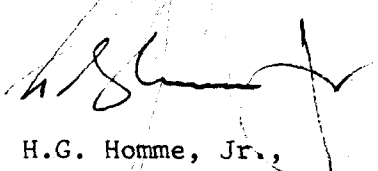
1/4/79

**Charles R. Donner**  
**ITT Industrial Credit Company**  
**25954 Eden Landing Road, Suite 201**  
**P.O. Box 3623**  
**Hayward, California 94540**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 1/4/79 at 1:55pm, and assigned recordation number(s) 10002

Sincerely Yours,



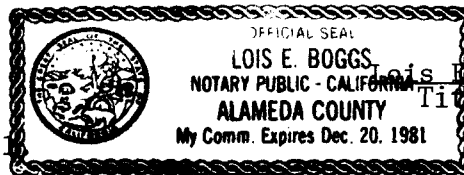
H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

INDIVIDUAL FORM OF ACKNOWLEDGMENT

State of California, County of Alameda, ss. On this 29th day of December, 1978, before me personally appeared James L. Treadwell & Elizabeth W. Treadwell to me known to be the persons described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

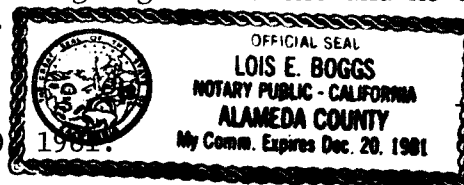


*Lois E. Boggs*  
Lois E. Boggs - Notary Public  
Title of Officer

My commission expires December 20, 1981.

INDIVIDUAL FORM OF ACKNOWLEDGMENT

State of California, County of Alameda, ss. On this 29th day of December, 1978, before me personally appeared James L. & Elizabeth W. Treadwell, to me known to be the persons described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



*Lois E. Boggs*  
Lois E. Boggs - Notary Public  
Title of Officer

My commission expires December 20, 1981.

# SECURITY AGREEMENT (CHATELS)

10002  
RECORDED IN NO. 10002

JAN 6 1979

RECEIVED BY ITT INDUSTRIAL CREDIT COMPANY

**James L. Treadwell**  
**Elizabeth W. Treadwell**

Debtor

**2759 Broderick Street**

Address

**San Francisco, San Francisco, California**

City

County

State

ITT INDUSTRIAL CREDIT COMPANY

Secured Party (Lender)

**Hayward, California**

City

State

\$**91,219.96**

Amount as of

**Dec. 29, 1978**

Date

19

KNOW ALL MEN BY THESE PRESENTS, that the undersigned debtor hereinabove named, in consideration of and for the purpose of securing the payment of all just indebtedness and obligations, according to the conditions of a certain promissory note or other evidence of obligation, dated as above and any other note or evidence of obligation hereafter given, does hereby grant the Secured Party, its successors and assigns, a security interest, pursuant to the Uniform Commercial Code, in all that certain personal property described specifically and generally below in Schedule "A" (all of which property is herein referred to as "Collateral") to secure the payment of such indebtedness and obligations, any and all sums hereafter advanced and expenditures hereafter made by the Secured Party under the provisions of this Agreement, and any and all indebtedness and obligations of Debtor to Secured Party whether now existing or hereafter incurred.

Debtor represents, warrants and agrees that:

(1) Debtor is the absolute owner and is in possession of all of the Collateral, and except for any lien or encumbrance noted in Paragraph (a) below and the security interest granted herein, the Collateral and each item thereof is free and clear of all security interests, liens and encumbrances and adverse claims of any kind or nature whatsoever.

(2) The Collateral is presently located and is customarily kept on or about the premises of Debtor's address as hereinabove set forth except as noted in Paragraph (b) below.

(3) Debtor will not, without the prior written consent of Secured Party, sell or pledge the collateral or any part thereof nor submit or subject it to any unpaid charge or encumbrance, including taxes, nor remove or permit the removal thereof from its present location except to the extent noted in Paragraph (b) below.

(4) The "Additional Provisions" set forth on the reverse side hereof shall constitute an integral part of this Security Agreement with the same force and effect as though set forth at length on this front side hereof.

(5) In the event of repossession after any default as defined herein, Debtor hereby waives notice of and opportunity for hearing.

## SCHEDULE A

**Two (2) Thrall 4,000 cubic foot capacity, 100 Ton Trucks, high-side, solid bottom gondola. AAR Reporting Marks #PLMX 5087 and PLMX 5088**

together with all parts, accessories, repairs, improvements and additions thereto now or hereafter at any time made or acquired, all substitutes or replacements of the said Collateral made by Debtor (which, however, may be made only with the written consent of Secured Party during the term of this Security Agreement) and any and all other personal property now owned or hereafter acquired at any time by Debtor.

(a) The Collateral is free and clear of all liens and encumbrances except: None

(b) The Collateral is located and customarily kept at Debtor's address as set forth above except: VARIOUS SITES IN THE CONTINENTAL UNITED STATES.

(c) The following items were or are to be purchased with the proceeds of the loan secured hereby The items listed above.

The undersigned Debtor (or if there are two or more Debtors, one of them) acknowledges receipt of a copy of this Security Agreement, and acknowledges that at the time of signing this Security Agreement on the above date, all blank spaces on this Security Agreement were filled

ITT INDUSTRIAL CREDIT COMPANY

(Secured Party)

By:

**JAMES L. TREADWELL**Debtor **ELIZABETH W. TREADWELL**

Signature and Title

Signature and Title

## ADDITIONAL PROVISIONS

- 1.) Debtor shall keep the Collateral insured against fire with extended or combined additional coverage for the full insurable value thereof and against such other risks in such amounts as Secured Party may specify, all such fire and other insurance to protect Secured Party's interest with a long form endorsement to Secured Party.
- 2.) Debtor shall not lease or rent any item of Collateral without prior written consent of Secured Party. If Debtor leases or rents any item of Collateral, Secured Party shall have a security interest in all rents paid or due to Debtor with respect to such Collateral and in the event of default by Debtor hereunder, Secured Party shall have the right in its own name to collect such rentals directly from the party owing same.
- 3.) If Debtor fails to make any payment or do any act as herein required, then Secured Party, at its option, may make such advancements or expenditures and do such acts as Secured Party may deem necessary to protect its security and Debtor hereby agrees to pay immediately all sums so expended by Secured Party together with interest from the date of expenditure at the same rate charged on the loan described on the front side of this Security Agreement.
- 4.) If Debtor shall default in the payment of any of the indebtedness, obligations or liabilities secured hereby, or shall default in the performance of any agreement herein contained, or if any breach be made of any obligation, promise, declaration or warranty of Debtor herein contained or secured hereby, or if a petition is filed by or against Debtor under any of the laws of the United States relating to Bankruptcy, or Reorganizations, or Arrangements, or if Secured Party, in good faith deems itself insecure, Secured Party, at its option, without demand upon or notice to Debtor, may declare all indebtedness, obligations and liabilities secured hereby, to be immediately due and payable, and Secured Party shall have all the rights and remedies granted to a Secured Party under the Uniform Commercial Code, including, without limitation the right to require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party and to enter upon the premises where the Collateral, or any part of it may be, and take possession thereof, Debtor hereby WAIVING NOTICE AND OPPORTUNITY FOR HEARING. Waiver of any default shall not be deemed a waiver of any subsequent default.
- 5.) In the event Secured Party takes possession of the Collateral, or any part thereof, and same is sold at a public or private sale, Secured Party shall deduct and retain from the proceeds of such sale or sales all costs, expenses, charges paid or incurred in the taking, removal, handling and sale of said property, or otherwise incurred in connection therewith, including reasonable attorney's fees incurred or paid by Secured Party; the balance of the proceeds shall be applied by Secured Party upon the indebtedness, obligations and liabilities secured hereby, in such order and manner as Secured Party may determine; any surplus shall be paid to Debtor or the persons lawfully entitled thereto and Debtor agrees to pay Secured Party any deficiency.
- 6.) If suit be brought, or any proceedings instituted on this agreement, there shall be due from Debtor to Secured Party, immediately upon the commencement thereof, a reasonable attorney's fee in said action or proceeding, which sum is hereby secured. In any such action, plaintiff shall be entitled to the appointment of a receiver, without notice, to take possession of the Collateral and to exercise such powers as the Court shall confer upon him.
- 7.) Any requirement of reasonable notice to Debtor shall be met if such notice to such Debtor is deposited in U.S. mail by certified mail, postage prepaid to the address of Debtor, as hereinabove set forth (or to such other address as Debtor may have requested in writing), at least seven (7) days before the time of the event set forth in such notice.
- 8.) Publicity for any public sale shall be deemed commercially reasonable if such sale is advertised once, not less than seven (7) days nor more than twenty (20) days, prior to the date of sale, in the classified advertising section of a daily or weekly newspaper circulated in the community where the sale is to be held.
- 9.) At request of Secured Party, Debtor will execute one or more financing statements giving notice of this Security Agreement and Debtor hereby authorizes and empowers Secured Party to execute such financing statement or statements for and in the name of Debtor.
- 10.) If more than one Debtor executes this Agreement, the word Debtor herein and all words used with reference to Debtor shall be deemed to be plural, and their obligations shall be joint and several.
- 11.) Each person who joins in executing this Agreement and any note or notes secured thereby, hereby agrees and expressly assents, to the liability of their separate property for all their debts and obligations herein mentioned.

# INSTALLMENT NOTE

At: Hayward, California  
(City and State)

Date: Dec. 29, 1978

*For Value Received*, the undersigned promises to pay to the order of ITT Industrial Credit Company, a Nevada corporation at its office located at

25954 Eden Landing Road, Suite 201  
(Street Address)

Hayward, California, or at such  
(City and State)

place as the legal holder hereof may from time to time appoint in writing, the aggregate sum of Ninety One Thousand Two Hundred Nineteen and 96/100-----Dollars (\$ 91,219.96 ) payable in 61 monthly installments according to the following schedule:

60 consecutive monthly installments of \$ 740.00 each  
commencing the 10<sup>th</sup> day of Feb., 19 79.

1 consecutive monthly installments of \$ 46,819.96 each  
commencing the 10<sup>th</sup> day of Feb, 19 83.

consecutive monthly installments of \$ \_\_\_\_\_ each  
commencing the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

consecutive monthly installments of \$ \_\_\_\_\_ each  
commencing the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

If any installment is in arrears not less than ten (10) days after due date, the undersigned agrees to pay a delinquency and collection charge of five cents (\$.05) per dollar on, and in addition to the amount of said installment, but in any event not exceeding the maximum lawful charges. The makers and endorsers hereby severally waive presentment, demand, protest, notice of protest and notice of dishonor.

If default be made in the payment of any of said installments or of any provisions of the Security Agreement, the aggregate sum above mentioned or any balance unpaid thereon shall at the option of the legal holder hereof thereupon become immediately due and payable without notice, together with all just and reasonable expenses, costs and disbursements, including reasonable attorneys' fees, to the extent permitted by law, incurred for suit or collection. After maturity, each of said monthly installments shall bear interest at the highest legal rate.

This Note is secured by a Security Agreement.

**JAMES L. TREADWELL**  
**ELIZABETH W. TREADWELL**

(Maker)

By

(Signature and Title)

By

(Signature and Title)

## SECRETARY'S CERTIFICATE

I, Betty W. Treadwell, do hereby certify that I am the Secretary of James L. Treadwell Co., a corporation organized and existing under and by virtue of the laws of the State of California, having its principal place of business in the City of San Francisco, State of California.

That at a special meeting of the board of directors of said corporation, duly and regularly called, convened and held in accordance with its bylaws and the laws of said State on the 29th day of December, 1978, at which a quorum for the transaction of business was present and acting throughout, the following resolution was duly and regularly adopted:

"WHEREAS", James L. Treadwell, hereinafter called "Debtor" is indebted to or may become indebted to ITT Industrial Credit Company, a Nevada corporation, hereinafter called "ICC", on account of the granting of or extension of financial accomodation by ICC for and on account of Debtor; and

"WHEREAS", said granting of or extension of financial accomodation is contingent upon this corporation's unconditionally guarantying the performance of the present and future obligations and payments by Debtor to ICC; and

"WHEREAS", said granting of or extension of financial accomodation is further contingent upon this corporation's unconditionally pledging and granting to ICC a security interest in certain items of equipment or an interest in real property; and

"WHEREAS", because of the business relationship between this corporation and Debtor, said financial accomodation will be of benefit to this corporation.

"NOW, THEREFORE, BE IT RESOLVED, that the president and --- of this corporation, or any one of them, be and they hereby are authorized and empowered to execute, for and on behalf of this corporation, a continuing Guaranty and security agreement and pledge of collateral which will unconditionally guaranty to ICC, its successors and assigns, prompt payment and performance by Debtor of its obligations to ICC."

I further certify that said resolution is not contrary to the Articles of Incorporation or bylaws of said corporation and has not been modified, repealed or rescinded but is in full force and effect and that said resolution shall continue in effect until rescinded in writing delivered to ICC.

I further certify that James L. Treadwell is president and --- of said corporation. (name) (officer)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 29th day of December, 1978.

(Corporate Seal)

Witness:

[Signature]

Betty W. Treadwell  
Secretary

# GUARANTY

St. Paul, Minnesota December 29, 1978

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FOR VALUABLE CONSIDERATIONS, the receipt whereof by the undersigned is hereby acknowledged, and to induce I T T INDUSTRIAL CREDIT COMPANY, (hereinafter with its successors, endorsees and assigns, referred to as the I T T ), at its option, at any time or from time to time, to extend financial accommodation, with or without security, to or for account of James L. Treadwell and

Elizabeth W. Treadwell

(hereinafter referred to as the "Borrower"), or in respect of which the Borrower may be liable in any capacity (the term "financial accommodation" including, without limitation, extension of loans, credit or accommodation, or discount or purchase of, or loans on, commercial paper, accounts receivable or other property, or entering into exchange contracts) the undersigned irrevocably and unconditionally guarantees to I T T payment according to their terms, whether at maturity or earlier by reason of acceleration or otherwise, of the full amount of any and all liabilities, direct or contingent, joint, several or independent, now or hereafter existing, due to to become due to, or held or to be held by, I T T , whether created directly or acquired by assignment or otherwise of Borrower to I T T , (hereinafter referred to as "Indebtedness") together with interest, attorney's fees, and other costs and expenses paid or incurred by I T T in enforcing any such accommodation or the terms hereof. The undersigned waives notice of acceptance of this guaranty and of any liability to which it applies or may apply under the terms hereof, and waives presentment, demand of payment, notice of dishonor or non-payment, protest, notice of protest on any such liabilities, suit or taking other action by I T T against, and giving any notice of default or other notice to, or making any demand on, any party liable thereon (including the undersigned).

In addition to but not in limitation of the foregoing, the undersigned agrees that:

I T T may, at any time and from time to time, (whether or not after revocation or termination of this guaranty) without the consent of, or notice to the undersigned, without incurring responsibility to the undersigned, without impairing or releasing the obligations of the undersigned hereunder, upon or without any terms or conditions and in whole or in part (1) change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any liability of Borrower hereby guaranteed, or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and the guaranty herein made shall apply to the liabilities of the Borrower, changed, extended, renewed or altered in any manner, (2) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure or howsoever securing the liabilities hereby guaranteed or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, or offset thereagainst, (3) exercise or refrain from exercising any rights against Borrower or others (including the undersigned) or otherwise act or refrain from acting, (4) settle or compromise any liabilities hereby guaranteed or any liabilities (including any of these hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liabilities which may be due to I T T or others, (5) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of Borrower to I T T regardless of what liability or liabilities of Borrower to I T T remain unpaid.

No invalidity, irregularity, or unenforceability of the liabilities hereby guaranteed shall affect, impair, or be a defense to this guaranty and this guaranty is a primary obligation of the undersigned.

This guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. As to each of the undersigned this guaranty shall continue until written notice of revocation signed by such undersigned, or until written notice of the death of such undersigned shall in each case have been actually received by I T T , notwithstanding a revocation by, or the death of, or complete or partial release for any cause of, any one or more of the remainder of the undersigned, or of the Borrower or of any one liable in any manner for the liabilities hereby guaranteed or for liabilities (including those hereunder) incurred directly or indirectly in respect thereof or hereof, and notwithstanding the dissolution, termination or increase, decrease or change in personnel of any one or more of the undersigned which may be partnerships. No revocation or termination hereof shall affect in any manner rights arising under this guaranty with respect to liabilities arising prior to receipt by I T T of written notice of such revocation or termination and the sole effect of revocation or termination hereof shall be to exclude from this guaranty liabilities thereafter arising which are unconnected with liabilities theretofore arising or transactions theretofore entered into.

In the event that Borrower is a partnership, this guaranty shall continue in effect and apply to all liabilities of the Borrower and any successor partnership from time to time incurred or accruing before or after any dissolution, termination or changes in personnel of the Borrower and any successor partnership.

I T T , at all times and from time to time, shall have the right to require the undersigned to deliver to I T T as security for the liabilities of the undersigned hereunder, collateral security, original or additional, satisfactory to I T T

All property from any source received now or hereafter in the possession or custody of I T T for any purpose, (including safekeeping or pledge for any liability of the undersigned), by or for account of the undersigned, or as to which the undersigned may have any interest or power, including power of hypothecation or disposition, (all remittances and property to be deemed left with I T T , as soon as put in transit to it, by mail or carrier) shall be held by I T T subject to a lien and as security for any and all liabilities created by this guaranty, whether due or not, (which property is hereafter referred to as "Said Property"). The balance of any deposit account (whether general or special or for any specific purpose) of the undersigned with, or any claim of the undersigned against, I T T , existing from time to time, shall be subject to a lien as security for and shall also be subject to be set-off against any and all such liabilities created by this guaranty, whether due or not. I T T may at any time transfer into its own name or that of its nominee any or all property (including Said Property) held as security.

I T T is hereby empowered, at its option, at any time and from time to time, without demand, notice or advertisement, which are hereby waived, to appropriate and apply toward the payment and extinguishment of the liabilities created by this guaranty, whether due or not, the balance of any deposit account (whether general or special or for any specific purpose) of the undersigned with or any claim of the undersigned against I T T existing from time to time or the proceeds of property (including proceeds of sales of Said Property as provided below).



Upon non-payment of any liabilities of the undersigned hereunder when becoming or made due, I T T may immediately or from time to time without demand of payment, without advertisement and without notice, all of which are hereby expressly waived, sell, assign, and deliver the whole of Said Property, or any part thereof, at any Broker's Board or Exchange or at public or private sale, for cash, upon credit or for future delivery, all at the option and in the complete discretion of I T T or of any of its officers and apply the net proceeds thereof to any or all liabilities of the undersigned hereunder, whether then due or not, as it shall deem proper, making rebate for interest on liabilities not then due, any surplus to be returned to the undersigned, but the undersigned to pay to I T T any deficiency. Upon any sale or sales at public auction or Broker's Board or Exchange above provided for, I T T may bid for or purchase the whole or any part of Said Property free from any right of redemption, which is hereby waived and released. In case of any sale by I T T of any of Said Property on credit or for future delivery, the property sold may be retained by I T T until the selling price is paid by the purchaser, but I T T shall incur no liability in case of failure of the purchaser to take up and pay for any or all Said Property so sold. In case of any such failure, the property involved in such failure may be again sold.

Demand or calls for collateral on, or any notices to the undersigned may be made or given by I T T by mailing or telegraphing same to the last known post office address of the undersigned as same appears upon the records of the I T T

No segregation or specific allocation by I T T of specified collateral against any liability shall waive or affect any lien there against or against other property or any right of I T T (including rights hereunder). No delay on the part of I T T in exercising any of its rights (including those hereunder) and no partial or single exercise thereof and no action or nonaction by I T T, with or without notice to the undersigned or any one else, shall constitute a waiver of any right or shall affect or impair this guaranty. The law of the State of Minnesota shall govern this guaranty.

I T T shall not be required to first resort for payment to said Borrower, or other persons or corpoartions, their properties or estates, or to any collateral security, property, liens or other rights or remedies whatsoever.

The failure of any person or persons to sign this guaranty shall not release or affect the liability of any signer hereof.

The undersigned waives all rights of subrogation to any collateral and remedies of the I T T against the Borrower, and other persons, until the entire Indebtedness shall have been fully paid and discharged.

If this guaranty be executed by more than one signer, all agreements and promises herein shall be construed to be and are hereby declared to be joint and several in each and every particular and shall be fully binding upon and enforceable against either, any or all of such signers and neither the death, release of or revocation by one or more signers shall affect or release the liability or any other signer, either as to Indebtedness than existing or thereafter incurred. The death of the undersigned, or any of them, shall not revoke this guaranty as to such decedent unless and until written notice thereof be actually received by the I T T and until all Indebtedness then existing be fully paid and retired.

The term "undersigned" as used herein shall mean the undersigned or any one or more of them. Any one signing this guaranty shall be bound hereby, whether or not any one else signs this guaranty at any time.

This guaranty and every part thereof shall be binding upon the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned, and of each of them, respectively, and shall inure to the benefit of the I T T, its successors and assigns.

IN WITNESS WHEREOF, this instrument has been duly executed and sealed by the undersigned the day and year first above written.

(Witness)

JAMES L. TREADWELL CO.

(Witness)

(Signature)

(Title)

(Witness)

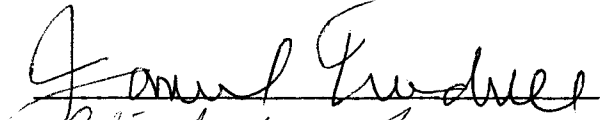
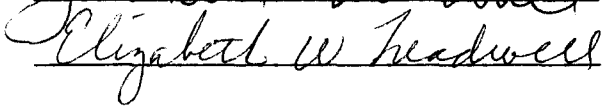
ITT Industrial Credit Company  
P. O. Box 3623  
Hayward, CA 94540

Gentlemen:

I hereby authorize and direct you to make the following  
disbursements out of the proceeds of your loan to me of  
\$91,219.96 dated Dec 29, 1979.

PLM Railcar Management, Inc      \$52,970.00  
50 California Street  
San Francisco, CA 94111

James L. Treadwell  
Elizabeth W. Treadwell

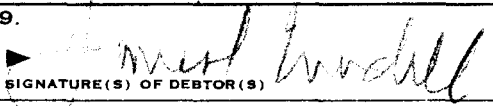


  


This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) <b>Treadwell, James L.</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS <b>2759 Broderick Street</b>		1C. CITY, STATE <b>San Francisco, California</b>	1D. ZIP CODE <b>94123</b>
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL) <b>Treadwell, Elizabeth W.</b>		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS <b>2759 Broderick Street</b>		2C. CITY, STATE <b>San Francisco, California</b>	2D. ZIP CODE <b>94123</b>
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME <b>ITT Industrial Credit Company</b> MAILING ADDRESS <b>P. O. Box 3623</b> CITY <b>Hayward</b> STATE <b>California</b> ZIP CODE <b>94540</b>		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. <b>410-328-070</b>	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Two (2) Thrall 4,000 cubic foot capacity, 100 ton trucks, high-side, solid bottom gondola. AAR Reporting Marks #PLMX 5087 and PLMX 5088

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)	
9. SIGNATURE(S) OF DEBTOR(S)  <b>JAMES L. TREADWELL</b> TYPE OR PRINT NAME(S) OF DEBTOR(S)  <b>ELIZABETH W. TREADWELL</b> TYPE OR PRINT NAME(S) OF DEBTOR(S)  <b>ITT INDUSTRIAL CREDIT COMPANY</b> TYPE OR PRINT NAME(S) OF SECURED PARTY (IES)		DATE: <b>12-29-78</b> C O D E 1 2 3 4 5 6 7 8 9 0
11. Return copy to: NAME ADDRESS CITY STATE ZIP CODE <b>ITT INDUSTRIAL CREDIT COMPANY</b> <b>P.O. BOX 3623</b> <b>HAYWARD, CALIF. 94540</b>		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
(3) FILE COPY—SECURED PARTY		FORM UCC-1—FILING FEE \$3.00 Approved by the Secretary of State